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13 THE INDOOR LAB, LLC

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19 IN THE UNITED STATES DISTRICT COURT  
20 FOR THE CENTRAL DISTRICT OF CALIFORNIA

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1    1.    A.    PURPOSES AND LIMITATIONS

2              Discovery in this action is likely to involve production of confidential,  
3    proprietary, or private information for which special protection from public  
4    disclosure and from use for any purpose other than prosecuting this litigation may  
5    be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6    enter the following Stipulated Protective Order. The parties acknowledge that this  
7    Order does not confer blanket protections on all disclosures or responses to  
8    discovery and that the protection it affords from public disclosure and use extends  
9    only to the limited information or items that are entitled to confidential treatment  
10   under the applicable legal principles. The parties further acknowledge, as set forth  
11   in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
12   file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13   procedures that must be followed and the standards that will be applied when a party  
14   seeks permission from the court to file material under seal.

15              B.    GOOD CAUSE STATEMENT

16              This action is likely to involve trade secrets, customer and pricing lists and  
17    other valuable research, development, commercial, financial, technical and/or  
18    proprietary information for which special protection from public disclosure and  
19    from use for any purpose other than prosecution of this action is warranted. Such  
20    confidential and proprietary materials and information consist of, among other  
21    things, confidential business or financial information, information regarding  
22    confidential business practices, or other confidential research, development, or  
23    commercial information (including information implicating privacy rights of third  
24    parties), information otherwise generally unavailable to the public, or which may  
25    be privileged or otherwise protected from disclosure under state or federal statutes,  
26    court rules, case decisions, or common law. Accordingly, to expedite the flow of  
27    information, to facilitate the prompt resolution of disputes over confidentiality of  
28    discovery materials, to adequately protect information the parties are entitled to

1 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
2 of such material in preparation for and in the conduct of trial, to address their  
3 handling at the end of the litigation, and serve the ends of justice, a protective order  
4 for such information is justified in this matter. It is the intent of the parties that  
5 information will not be designated as confidential for tactical reasons and that  
6 nothing be so designated without a good faith belief that it has been maintained in a  
7 confidential, non-public manner, and there is good cause why it should not be part  
8 of the public record of this case.

9 **2. DEFINITIONS**

10       2.1 Action: this pending federal lawsuit, along with any future  
11 consolidated or related actions.

12       2.2 Challenging Party: a Party or Non-Party that challenges the  
13 designation of information or items under this Order.

14       2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify for  
16 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
17 the Good Cause Statement.

18       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
19 their support staff).

20       2.5 Designating Party: a Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL.”

23       2.6 Disclosure or Discovery Material: all items or information, regardless  
24 of the medium or manner in which it is generated, stored, or maintained (including,  
25 among other things, testimony, transcripts, and tangible things), that are produced  
26 or

27       2.7 Expert: a person with specialized knowledge or experience in a matter  
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as

1 an expert witness or as a consultant in this Action.

2       2.8 House Counsel: attorneys who are employees of a party to this Action.  
3 House Counsel does not include Outside Counsel of Record or any other outside  
4 counsel.

5       2.9 Non-Party: any natural person, partnership, corporation, association,  
6 or other legal entity not named as a Party to this action.

7       2.10 Outside Counsel of Record: attorneys who are not employees of a  
8 party to this Action but are retained to represent or advise a party to this Action and  
9 have appeared in this Action on behalf of that party or are affiliated with a law firm  
10 which has appeared on behalf of that party, and includes support staff.

11       2.11 Party: any party to this Action, including all of its officers, directors,  
12 employees, consultants, retained experts, and Outside Counsel of Record (and their  
13 support staffs).

14       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
15 Discovery Material in this Action.

16       2.13 Professional Vendors: persons or entities that provide litigation  
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
19 and their employees and subcontractors.

20       2.14 Protected Material: any Disclosure or Discovery Material that is  
21 designated as “CONFIDENTIAL.”

22       2.15 Receiving Party: a Party that receives Disclosure or Discovery  
23 Material from a Producing Party.

24       3. SCOPE

25       The protections conferred by this Stipulation and Order cover not only  
26 Protected Material (as defined above), but also (1) any information copied or  
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
28 compilations of Protected Material; and (3) any testimony, conversations, or

1 presentations by Parties or their Counsel that might reveal Protected Material.

2 Any use of Protected Material at trial shall be governed by the orders of the trial  
3 judge. This Order does not govern the use of Protected Material at trial.

4 **DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations  
6 imposed by this Order shall remain in effect until a Designating Party agrees  
7 otherwise in writing or a court order otherwise directs. Final disposition shall be  
8 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
9 with or without prejudice; and (2) final judgment herein after the completion and  
10 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
11 including the time limits for filing any motions or applications for extension of time  
12 pursuant to applicable law.

13 **5. DESIGNATING PROTECTED MATERIAL**

14 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

15 Each Party or Non-Party that designates information or items for protection under  
16 this Order must take care to limit any such designation to specific material that  
17 qualifies under the appropriate standards. The Designating Party must designate for  
18 protection only those parts of material, documents, items, or oral or written  
19 communications that qualify so that other portions of the material, documents,  
20 items, or communications for which protection is not warranted are not swept  
21 unjustifiably within the ambit of this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations  
23 that are shown to be clearly unjustified or that have been made for an improper  
24 purpose (e.g., to unnecessarily encumber the case development process or to  
25 impose unnecessary expenses and burdens on other parties) may expose the  
26 Designating Party to Sanctions.

27 If it comes to a Designating Party's attention that information or items that it  
28 designated for protection do not qualify for protection, that Designating Party must

1 promptly notify all other Parties that it is withdrawing the inapplicable designation.

2       5.2    Manner and Timing of Designations. Except as otherwise provided in  
3 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
4 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
5 under this Order must be clearly so designated before the material is disclosed or  
6 produced.

7           Designation in conformity with this Order requires:

8           (a)    for information in documentary form (e.g., paper or electronic  
9 documents, but excluding transcripts of depositions or other pretrial or trial  
10 proceedings), that the Producing Party affix at a minimum, the legend  
11 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
12 contains protected material. If only a portion or portions of the material on a page  
13 qualifies for protection, the Producing Party also must clearly identify the protected  
14 portion(s) (e.g., by making appropriate markings in the margins)

15          A Party or Non-Party that makes original documents available for inspection  
16 need not designate them for protection until after the inspecting Party has indicated  
17 which documents it would like copied and produced. During the inspection and  
18 before the designation, all of the material made available for inspection shall be  
19 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
20 documents it wants copied and produced, the Producing Party must determine  
21 which documents, or portions thereof, qualify for protection under this Order.  
22 Then, before producing the specified documents, the Producing Party must affix the  
23 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
24 portion or portions of the material on a page qualifies for protection, the Producing  
25 Party also must clearly identify the protected portion(s) (e.g., by making  
26 appropriate markings in the margins).

27           (b)    for testimony given in depositions that the Designating Party  
28 identify the Disclosure or Discovery Material on the record, before the close of the

1 deposition all protected testimony.

2 (c) for information produced in some form other than documentary  
3 and for any other tangible items, that the Producing Party affix in a prominent place  
4 on the exterior of the container or containers in which the information is stored the  
5 legend "CONFIDENTIAL." If only a portion or portions of the information  
6 warrants protection, the Producing Party, to the extent practicable, shall identify the  
7 protected portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone, waive  
10 the Designating Party's right to secure protection under this Order for such  
11 material. Upon timely correction of a designation, the Receiving Party must make  
12 reasonable efforts to assure that the material is treated in accordance with the  
13 provisions of this Order.

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
16 designation of confidentiality at any time that is consistent with the Court's  
17 Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
19 resolution process under Local Rule 37.1 et seq.

20 6.3 The burden of persuasion in any such challenge proceeding shall be on  
21 the Designating Party. Frivolous challenges, and those made for an improper  
22 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
23 parties) may expose the Challenging Party to sanctions. Unless the Designating  
24 Party has waived or withdrawn the confidentiality designation, all parties shall  
25 continue to afford the material in question the level of protection to which it is  
26 entitled under the Producing Party's designation until the Court rules on the  
27 challenge.

28 7. ACCESS TO AND USE OF PROTECTED MATERIAL

1           7.1    Basic Principles. A Receiving Party may use Protected Material that is  
2 disclosed or produced by another Party or by a Non-Party in connection with this  
3 Action only for prosecuting, defending, or attempting to settle this action. Such  
4 Protected Material may be disclosed only to the categories of persons and under the  
5 conditions described in this Order. When the Action has been terminated, a  
6 Receiving Party must comply with the provisions of section 13 below (FINAL  
7 DISPOSITION).

8           Protected Material must be stored and maintained by a Receiving Party at a  
9 location and in a secure manner that ensures that access is limited to the persons  
10 authorized under this Order.

11          7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
12 otherwise ordered by the court or permitted in writing by the Designating Party, a  
13 Receiving Party may disclose any information or item designated  
14 “CONFIDENTIAL” only to:

15           (a)    the Receiving Party’s Outside Counsel of Record in this Action, as  
16 well as employees of said Outside Counsel of Record to whom it is reasonably  
17 necessary to disclose the information for this Action;

18           (b)    the officers, directors, and employees (including House Counsel) of  
19 the Receiving Party to whom disclosure is reasonably necessary for this Action;

20           (c)    Experts (as defined in this Order) of the Receiving Party to whom  
21 disclosure is reasonably necessary for this Action and who have signed the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23           (d)    the court and its personnel;

24           (e)    court reporters and their staff;

25           (f)    professional jury or trial consultants, mock jurors, and Professional  
26 Vendors to whom disclosure is reasonably necessary for this Action and who have  
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

28           (g)    the author or recipient of a document containing the information or a

1 custodian or other person who otherwise possessed or knew the information;

2 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
3 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
4 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they  
5 will not be permitted to keep any confidential information unless they sign  
6 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
7 otherwise agreed by the Designating Party or ordered by the court. Pages of  
8 transcribed deposition testimony or exhibits to depositions that reveal Protected  
9 Material may be separately bound by the court reporter and may not be disclosed to  
10 anyone except as permitted under this Stipulated Protective Order; and

11 (i) any mediator or settlement officer, and their supporting personnel,  
12 mutually agreed upon by any of the parties engaged in settlement discussions.

13 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
14 **IN OTHER LITIGATION**

15 If a Party is served with a subpoena or a court order issued in other litigation  
16 that compels disclosure of any information or items designated in this Action as  
17 “CONFIDENTIAL,” that Party must:

18 (a) promptly notify in writing the Designating Party. Such notification  
19 shall include a copy of the subpoena or court order;

20 (b) promptly notify in writing the party who caused the subpoena or order  
21 to issue in the other litigation that some or all of the material covered by the  
22 subpoena or order is subject to this Protective Order. Such notification shall include  
23 a copy of this Stipulated Protective Order; and

24 (c) cooperate with respect to all reasonable procedures sought to be  
25 pursued by the Designating Party whose Protected Material may be affected.

26 If the Designating Party timely seeks a protective order, the Party served with  
27 the subpoena or court order shall not produce any information designated in this  
28 action as “CONFIDENTIAL” before a determination by the court from which the

1 subpoena or order issued, unless the Party has obtained the Designating Party's  
2 permission. The Designating Party shall bear the burden and expense of seeking  
3 protection in that court of its confidential material and nothing in these provisions  
4 should be construed as authorizing or encouraging a Receiving Party in this Action  
5 to disobey a lawful directive from another court.

6 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
7 PRODUCED IN THIS LITIGATION**

8 (a) The terms of this Order are applicable to information produced by a  
9 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
10 produced by Non-Parties in connection with this litigation is protected by the  
11 remedies and relief provided by this Order. Nothing in these provisions should be  
12 construed as prohibiting a Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to  
14 produce a Non-Party's confidential information in its possession, and the Party is  
15 subject to an agreement with the Non-Party not to produce the Non-Party's  
16 confidential information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-  
18 Party that some or all of the information requested is subject to a confidentiality  
19 agreement with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated  
21 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
22 specific description of the information requested; and

23 (3) make the information requested available for inspection by the  
24 Non-Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court within  
26 14 days of receiving the notice and accompanying information, the Receiving Party  
27 may produce the Non-Party's confidential information responsive to the discovery  
28 request. If the Non-Party timely seeks a protective order, the Receiving Party shall

1 not produce any information in its possession or control that is subject to the  
2 confidentiality agreement with the Non-Party before a determination by the court.  
3 Absent a court order to the contrary, the Non-Party shall bear the burden and  
4 expense of seeking protection in this court of its Protected Material.

5 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
7 Protected Material to any person or in any circumstance not authorized under this  
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
9 writing the Designating Party of the unauthorized disclosures, (b) use its best  
10 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
11 person or persons to whom unauthorized disclosures were made of all the terms of  
12 this Order, and (d) request such person or persons to execute the “Acknowledgment  
13 and Agreement to Be Bound” that is attached hereto as Exhibit A.

14 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
15 **PROTECTED MATERIAL**

16 When a Producing Party gives notice to Receiving Parties that certain  
17 inadvertently produced material is subject to a claim of privilege or other  
18 protection, the obligations of the Receiving Parties are those set forth in Federal  
19 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
20 whatever procedure may be established in an e-discovery order that provides for  
21 production without prior privilege review. Pursuant to Federal Rule of Evidence  
22 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
23 of a communication or information covered by the attorney-client privilege or work  
24 product protection, the parties may incorporate their agreement in the stipulated  
25 protective order submitted to the court.

26 **12. MISCELLANEOUS**

27 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of  
28 any person to seek its modification by the Court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in  
4 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
5 any ground to use in evidence of any of the material covered by this Protective  
6 Order.

7           12.3 Filing Protected Material. A Party that seeks to file under seal any  
8 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
9 may only be filed under seal pursuant to a court order authorizing the sealing of the  
10 specific Protected Material at issue. If a Party's request to file Protected Material  
11 under seal is denied by the court, then the Receiving Party may file the  
12 information in the public record unless otherwise instructed by the court.

13           13. FINAL DISPOSITION

14           After the final disposition of this Action, as defined in paragraph 4, within 60  
15 days of a written request by the Designating Party, each Receiving Party must  
16 return all Protected Material to the Producing Party or destroy such material. As  
17 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
18 compilations, summaries, and any other format reproducing or capturing any of the  
19 Protected Material. Whether the Protected Material is returned or destroyed, the  
20 Receiving Party must submit a written certification to the Producing Party (and, if  
21 not the same person or entity, to the Designating Party) by the 60 day deadline that  
22 (1) identifies (by category, where appropriate) all the Protected Material that was  
23 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
24 copies, abstracts, compilations, summaries or any other format reproducing or  
25 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
26 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
27 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
28 and trial exhibits, expert reports, attorney work product, and consultant and expert

1 work product, even if such materials contain Protected Material. Any such  
2 archival copies that contain or constitute Protected Material remain subject to this  
3 Protective Order as set forth in Section 4.

4 14. Any violation of this Order may be punished by any and all appropriate  
5 measures including, without limitation, contempt proceedings and/or monetary  
6 sanctions.

7  
8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9 Dated: March 18, 2024

10 CALLAHAN, THOMPSON, SHERMAN &  
11 CAUDILL, LLP

12 By: 

13 Lee Sherman, Esq.  
14 Attorney for Plaintiff  
15 MARK PUNAK

16 Dated: March 18, 2024

17 EACH LEGAL, PC

18 By: /s/ Laura D. Each

19 Laura D. Each  
20 Attorney for Defendant  
21 THE INDOOR LAB, LLC

22 Dated: March 25, 2024

23 

24 Honorable Karen E. Scott  
25 United States Magistrate Judge

1 Dated: March 18, 2024

2 LOEB & LOEB

3 By: /s/ Terry Garnett

4 Terry Garnett

5 Attorney for Defendant

6 PATRICK BLATTNER

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## EXHIBIT A

## **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of \_\_\_\_\_ **Punak v. The Indoor Lab et al Case No. 8:23-cv-01775**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: